

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-13-016				3. EFFECTIVE DATE 09/03/2013		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule	
5. ISSUED BY CODE		SRRPOD		6. ADMINISTERED BY (If other than Item 5)		CODE	
SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460							
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) ENVIRONMENTAL MANAGEMENT SUPPORT INC Attn: N. Jay Bassin 8601 GEORGIA AVE STE 500 3015895318 SILVER SPRING MD 209103439				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 106741598		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		SRRPOD		12. PAYMENT WILL BE MADE BY CODE		RTP FMC	
SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460				RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$33,368,983.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-HQ-12-00019 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Eric Schermerhorn			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-13-016PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR

ENVIRONMENTAL MANAGEMENT SUPPORT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 106741598 IGF::CT::IGF Max Expire Date: 09/02/2018 FOB: Destination Period of Performance: 09/03/2013 to 09/02/2018</p> <p>Contract Funding_OSRTI Management and Analytical Support Obligated Amount: \$1,141,893.00 Requisition No: PR-ORD-13-02615, PR-OSWER-13-00466, PR-OSWER-13-00481, PR-OSWER-13-00504</p> <p>Accounting Info: 13-14-C-26UU000-201FK7-2532--26A6A-1326UUX205-001 BFY: 13 EFY: 14 Fund: C Budget Org: 26UU000 Program (PRC): 201FK7 Budget (BOC): 2532 Cost: 26A6A DCN - Line ID: 1326UUX205-001 Funding Flag: Partial Funded: \$134,000.00</p> <p>Accounting Info: 13--T-72BA-303DD2-2505-HQ00BM00--1372BJ5019-001 BFY: 13 Fund: T Budget Org: 72BA Program (PRC): 303DD2 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 1372BJ5019-001 Funding Flag: Partial Funded: \$310,000.00</p> <p>Accounting Info: 13--T-72BT-303DD2-2505-HQ00BM00--1372BT5018-001 BFY: 13 Fund: T Budget Org: 72BT Program (PRC): 303DD2 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 1372BT5018-001 Funding Flag: Partial Funded: \$603,088.00</p> <p>Accounting Info: 13--T-72DC-303DD2-2505-HQ00BM00--1372DC5015-001 BFY: 13 Fund: T Budget Org: 72DC Program (PRC): 303DD2 Budget (BOC): 2505 Job #: HQ00BM00 DCN - Line ID: 1372DC5015-001 Funding Flag: Partial Funded: \$94,805.00</p> <p>The obligated amount of award: \$1,141,893.00. The total for this award is shown in box 15G.</p>				

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*Note: This Table of Contents only lists clauses that appear as full text.

Section A - Solicitation/Contract Form

FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

END OF SECTION A

Section B - Supplies or Services & Prices or Costs

EPAAR 1552.216-73 Fixed rates for services-indefinite delivery/indefinite quantity contract. (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract:

Personnel classification, skill level, estimated direct labor hours, fixed hourly rate, and total contract price are incorporated by reference per the contractor's accepted proposal dated February 4, 2013.

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

(End of clause)

EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$1,000,000.00. The amount of all orders shall not exceed **\$33,368,983.00**.

END OF SECTION B

Section C - Statement of Work

See Attachment 1 for the Statement of Work

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management. (JAN 2012)

EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

The Contractor's technical proposal entitled, “**OSRTI Management and Analytical Support Technical Proposal in Response to Solicitation SOL-HQ-12-00019**” dated **February 4, 2013** is incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated **October 15, 2012**, which is incorporated by reference.

END OF SECTION C

Section E - Inspection and Acceptance

FAR 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)

FAR 52.246-11 Higher-Level Contract Quality Requirement. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title	Number	Date	
Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	http://www.epa.gov/QUALITY/envtech.html
EPA Requirements for Quality Management Plans	QA/R-2	March 2001 (Reissued May 2006)	http://www.epa.gov/quality/qmps.html

(End of clause)

END OF SECTION E

Section F - Deliveries or Performance

FAR 52.242-15 Stop-Work Order. (AUG 1989)

EPAAR 1552.211-72 Monthly progress report. (JUN 1996)

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount

disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Project Officer.
1	Contracting Officer.

EPAAR 1552.211-75 Working files. (APR 1984)

EPAAR 1552.211-78 Management consulting services. (APR 1985)

EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from August 30, 2013 through August 29, 2018, exclusive of all required reports.

EPAAR 1552.211-70 REPORTS OF WORK (OCT 2009)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with the Task Order Statement of Work. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

END OF SECTION F

Section G - Contract Administration Data

EPAAR 1552.232-73 Payments-fixed-rate services contract. (OCT 2000)

EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Esther Williford
Contracting Officers Representative/Project Officer

USEPA Headquarters
Potomac Yards – South
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Mail Code 5202P
Washington, DC 20460

703-603-8743
williford.esther@epa.gov

Tiffany Moreland
Alternate Contracting Officers Representative/Project Officer
Potomac Yards – South
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Mail Code 5202P
Washington, DC 20460

703-603-8911
moreland.tiffany@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Eric Schermerhorn
Contracting Officer

USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Mail Code 3805R
Washington, DC 20460

202-564-6095
schermerhorn.eric@epa.gov

END OF SECTION G

Section H - Special Contract Requirements

EPAAR 1552.208-70 Printing. (DEC 2005)

EPAAR 1552.209-71 Organizational conflicts of interest. (MAY 1994)

EPAAR 1552.209-73 Notification of conflicts of interest regarding personnel. (MAY 1994)

EPAAR 1552.227-76 Project employee confidentiality agreement. (MAY 1994)

EPAAR 1552.235-70 Screening business information for claims of confidentiality. (APR 1984)

EPAAR 1552.235-71 Treatment of confidential business information. (APR 1984)

EPAAR 1552.235-79 Release of contractor confidential business information. (APR 1996)

EPAAR 1552.235-80 Access to confidential business information. (OCT 2000)

EPAAR 1552.237-70 Contract publication review procedures. (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 15 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

(End of clause)

EPAAR 1552.237-71 Technical direction. (AUG 2009)

EPAAR 1552.237-72 Key personnel. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Deputy Program Manager
Quality Assurance (QA) Officer

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

EPAAR 1552.237-75 Paperwork Reduction Act. (APR 1984)

EPAAR 1552.237-76 Government-Contractor Relations. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the

Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within [5] calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within [7] calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

EPAAR 1552.239-70 Rehabilitation act notice. (OCT 2000)

EPAAR 1552.242-71 Contractor Performance Evaluations (OCT 2011)

EPAAR 1552.245-71 Government-furnished data. (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated: **TBD at TO Award**

(End of clause)

EPA-H-37-101 EXPERT TESTIMONY

On occasion, the Government may have the need for expert and non-expert testimony during enforcement proceedings for a given site where the contractor provided services. Such effort shall be considered within the scope of this contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and shall, if necessary, be an expert in the field. The testimony shall normally relate to what actions the contractor took at a site. Preparation of affidavits and depositions may be required. If the effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. In the event such services are required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

EPA-H-04-102 ELECTRONIC SIGNATURES

The Government and Contractor agree to accept one another's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only.

NONE

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents.

NONE

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

EPA-H-07-101 PUBLIC COMMUNICATION

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor

through use of badges, corporate logos, or other distinguishable credentials.

EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

END OF SECTION H

Section I - Contract Clauses

FAR 52.202-1 Definitions. (JAN 2012)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (OCT 2010)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

FAR 52.203-14 Display of Hotline Poster(s). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

SEE EPAAR CLAUSE 1552.203-71

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

FAR 52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

FAR 52.204-7 Central Contractor Registration. (AUG 2012)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (AUG 2012)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (FEB 2012)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.216-7 Allowable Cost and Payment. (JUN 2011)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will

be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that

period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal

year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

FAR 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an

amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of \$2,000,000.00 per year;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days.

(End of clause)

FAR 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

FAR 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

FAR 52.219-8 Utilization of Small Business Concerns. (JAN 2011)

FAR 52.219-28 Post-Award Small Business Program Representation. (APR 2012)

(a) Definitions. As used in this clause -

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as

necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☒ is, ___ a small business concern under NAICS Code **541620** assigned to contract number **EP-W-13-016**. (Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

FAR 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

FAR 52.222-37 Employment Reports on Veterans. (SEP 2010)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

FAR 52.222-54 Employment Eligibility Verification. (JUL 2012)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

FAR 52.224-1 Privacy Act Notification. (APR 1984)

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-1 Authorization and Consent. (DEC 2007)

FAR 52.227-14 Rights in Data--General. (DEC 2007)

FAR 52.227-17 Rights in Data--Special Works. (DEC 2007)

FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting

Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by-

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (c) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into

under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

FAR 52.232-17 Interest. (OCT 2010)

FAR 52.232-20 Limitation of Cost. (APR 1984)

FAR 52.232-22 Limitation of Funds. (APR 1984)

FAR 52.232-23 Assignment of Claims. (JAN 1986)

FAR 52.232-25 Prompt payment. (OCT 2008)

FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

FAR 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996)

FAR 52.242-2 Production Progress Reports. (APR 1991)

FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

FAR 52.242-13 Bankruptcy. (JUL 1995)

FAR 52.243-3 Changes - Time-and-Materials or Labor-Hours. (SEP 2000)

FAR 52.244-2 Subcontracts. (OCT 2010)

(a) Definitions. As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **All subcontracts other than those mentioned in paragraph (j) of this clause are subject to approval by the CO**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Team Subcontractors:

(b)(4)

Team Consultants:

(b)(4)

(End of clause)

FAR 52.244-6 Subcontracts for Commercial Items. (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004) - Alternate IV (SEP 1996)

FAR 52.249-14 Excusable Delays. (APR 1984)

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses:

<http://farsite.hill.af.mil/vffara.htm>

EPAAR Clauses:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

(End of clause)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

EPAAR 1552.203-71 Display of EPA Office of Inspector General Hotline poster. (AUG 2000)

EPAAR 1552.216-72 Ordering-by designated ordering officers. (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or any agency prescribed form, from date of award through contract expiration. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

Any Warranted EPA Contracting Officer

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

END OF SECTION I

Statement of Work for OSRTI Management and Analytical Support

I. PURPOSE

The purpose of this contract is to obtain planning, management, and oversight services for the U.S. Environmental Protection Agency's (EPA's) Office of Superfund Remediation and Technology Innovation (OSRTI) within the Office of Solid Waste and Emergency Response (OSWER). Contract services are anticipated in the following areas: strategic planning and analysis; performance and reporting requirements; regulatory and legislative analysis; support and development of guidance documents; training, conference, and meeting support; technical analysis and research and technical information transfer and coordination; resources management and information management analysis and support; and communications, including community/public outreach and environmental justice activities analysis.

II. INTRODUCTION

The mission of EPA is to protect human health and the environment. OSWER is an Agency component that is responsible for programs articulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, or Superfund) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986; the Resource Conservation and Recovery Act (RCRA) and amendments; and other legislation and Agency directives related to the characterization, remediation, and monitoring of solid and hazardous wastes. OSWER provides policy, guidance and direction for the Agency's emergency response and waste programs. It develops guidelines for the land disposal of hazardous waste and underground storage tanks. It provides technical assistance to all levels of government to establish safe practices in waste management. It administers the Brownfields program, which supports state and local governments in redeveloping and reusing potentially contaminated sites. It also manages the Superfund program, which responds to abandoned and active hazardous waste sites and accidental oil and chemical releases. Finally, it encourages innovative technologies to address contaminated soil and groundwater.

The mission of OSRTI is to return contaminated areas of land associated with Superfund sites to communities for safe reuse in a healthy environment. The purpose of the OSRTI Management and Analytical Support Contract is to provide support primarily to the OSRTI program in the planning, management and oversight of the program authorized under CERCLA and SARA. The contractor will provide support to the three OSRTI divisions:

- The Technology Innovation and Field Services Division (TIFSD) provides technical support to a wide variety of customers internal and external to the Agency. Technical support includes direct field assistance in response to incidents and spills, developing and providing analytical services in the field and via laboratories, and training and support on innovative field investigation and remediation technologies. More specifically, division staff provides technical direction in the role of "first responder" for environmental, analytical laboratory support through the management of the Contract Laboratory Program (CLP) or other non-CLP contracts, hazardous waste characterization, exposure assessment, outdoor and indoor air monitoring, and data management. The division develops response guidance and regulations as well as supports on-site response actions. TIFSD also provides

outreach and training to assist Regional/state project managers integrate new technologies and tools into Superfund and other cleanup programs. In addition, TIFSD provides expertise for information on remediation technologies, evaluates field readiness of potential remedies, and identifies important cost and performance issues.

- The Assessment and Remediation Division (ARD) is responsible for supporting the regions on all aspects of Superfund remediation, including site assessment, placement of sites on the National Priorities List (NPL), remedial investigations/feasibility studies, study and design, remedy selection and implementation, post-construction activities, and deleting sites from the NPL once site clean-up is completed. The division is also responsible for coordination with state and tribal organizations, for involvement of the community at Superfund sites, and for encouraging the return of sites to productive uses in communities. The division serves as the lead within OSRTI for science policy issues, including risk assessment policies and technologies, chemical-specific policies, and coordination of Superfund research.
- The Resource Management Division (RMD) is responsible for supporting the Superfund program through work planning, analysis, budgeting, contract, grant and interagency placement and management, and human resources activities. In addition information technology systems, including the Superfund Enterprise Management System (SEMS) and program web material, and Superfund record management systems are designed and developed in this division. The division monitors and evaluates programmatic achievements and reports results through Agency systems.

III. ACRONYMS and IMPORTANT WEBSITES

Acronyms

Assessment and Remediation Division (ARD)
Clean Water Act (CWA)
Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
Contract Laboratory Program (CLP)
Environmental Protection Agency (EPA)
Federal Managers Financial Integrity Act (FMFIA)
Government Performance and Results Act (GPRA)
National Association of Remedial Project Managers (NARPM)
National Contingency Plan (NCP)
Office of Solid Waste and Emergency Response (OSWER)
Office of Superfund Remediation and Technology Innovation (OSRTI)
Oil Pollution Act (OPA)
On-Scene Coordinator (OSC)
Record of Decision (ROD)
Remedial Project Manager (RPM)
Resource Conservation and Recovery Act (RCRA)
Resource Management Division (RMD)
Superfund Amendments and Reauthorization Action (SARA)

Superfund Comprehensive Accomplishments Plan (SCAP)
Superfund Program Implementation Manual (SPIM)
Technology Innovation and Field Services Division (TIFSD)

Websites

<http://epa.gov/superfund>
<http://www.cluin.org>
<http://www.cluin.org/optimization>
<http://www.cluin.org/contaminantfocus/>
<http://www.cluin.org/remediation/>
<http://www.cluin.org/characterization/>
<http://www.cluin.org/databases/>
<http://www.frtr.gov>
<http://www.trainex.org>
<http://www.brownfieldstsc.org/>
<http://www.epa.gov/superfund/health/conmedia/sediment/ssrc.htm>

IV. PERFORMANCE TASKS

This mission support contract includes the following tasks, each of which is described in more detail, below.

- 1) Supporting strategic program planning, analysis, and reporting;
- 2) Conducting policy, regulatory, and legislative analysis and developing guidance documents;
- 3) Conducting technical research and supporting transfer of technical information;
- 4) Supporting program resource and data management;
- 5) Supporting communications outreach, community involvement, and environmental justice activities;
- 6) Providing support for training, conferences, and meetings; and
- 7) Maintaining the Clu-In system and related technical content on EPA website.

Performance Task 1: Approximate Percentage of Annual Work= 15%¹
Supporting strategic program planning, analysis, and reporting

Federal agencies are held accountable for achieving program results; including initiating and evaluating program performance reforms, measuring program performance against goals and reporting publicly on progress; and improving federal program effectiveness and public accountability by focusing on results, service, quality, and customer satisfaction. EPA programs develop program objectives and provide information about program results and service quality. The programs also provide EPA senior management and Congressional decision makers with objective information on achieving statutory objectives and on the relative effectiveness and

¹ All Performance Task descriptions are accompanied by an “approximate percentage of annual work.” These numbers are estimates based on historical values and are provided for informational purposes only. As this is an indefinite delivery/indefinite quantity (ID/IQ) contract, actual values may vary. The EPA does not commit to the estimates provided.

efficiency of program spending and results. In addition, programs continuously evaluate and adjust internal management and operations to achieve efficient operations in delivering services and meeting program objectives.

The contractor can anticipate performing the following types of activities under this task:

- A. Provide support in preparing for annual and mid-year work planning sessions.
- B. Conduct analysis of financial and programmatic data to identify trends.
- C. Manage programmatic financial data, activity data and accomplishments in spreadsheet form.
- D. Research, analyze, compile, and evaluate data on issues affecting Superfund planning and implementation strategies (e.g., strategies associated with early response at hazardous waste sites, groundwater cleanup, contaminated soil cleanup, five-year review policy for remedial actions where contaminants remain).
- E. Evaluate Agency policies and procedures in terms of function, effectiveness, and conformance; coordinate, analyze and document program activities; and conduct studies and recommend options for Superfund administrative improvements.
- F. Develop and prepare briefing materials; and prepare draft and final reports of findings in support of strategic planning efforts.
- G. Provide support, including training, on implementing government-wide performance initiatives, (e.g., related to the Federal Managers Financial Integrity Act).
- H. Analyze methods and evaluate Superfund programs planning systems and processes to support annual EPA regional negotiation efforts, and other ad hoc efforts.

Performance Task 2: Approximate Percentage of Annual Work = 15%
Conducting policy, regulatory and legislative analysis, and developing guidance documents

Superfund and other EPA programs incorporate the analysis and reporting conducted on its program into materials that inform various programmatic offices, e.g., regional offices, regarding implementation. This direction is made through the development of fact sheets, guidance and policy directives. Under this task the contractor will assist in providing material for the development of programmatic direction, including support for developing regulations, developing guidance, preparing legislative analyses, and developing option analyses. The contractor can anticipate performing the following activities under this task.

- A. Provide background research in the development of draft regulations.
- B. Provide regulatory impact analyses, including cost/benefit analyses.
- C. Categorize, analyze and develop summaries of public comments, and develop recommendations on responses to those comments for EPA's consideration and final decision; collect and analyze information on the communications process used by EPA staff; examine the processes and procedures used by EPA; and based on analyses, recommend options for improvement of communications and turnaround of information among EPA staff and decision makers.
- D. Analyze regulatory bills and amendments introduced in the House and Senate, and prepare an analysis of differences between these proposals and the current law

- (CERCLA), positions previously articulated by the Administration, and/or any position taken by EPA in testimony or other public forum. Develop and update guidance documents to be used by the EPA to implement program initiatives and initiatives. These documents are provided to a diverse constituency, covering environmental technical policies and procedures (e.g., risk assessment guidance and environmental sampling guidance) and thus should be tailored to intended audiences.
- E. Perform research and analyses to assist EPA in the development of technical policies, strategies and plans to implement the Superfund program. The policies, strategies, and plans will be consistent with CERCLA, Clean Water Act (CWA), Oil Pollution Act (OPA) and the National Contingency Plan (NCP).
 - F. Provide technical, analytical and research assistance to EPA in modifying and improving technical policies and applying the policies as case studies.
 - G. Research, collect and review available information on the guidance topic; identify actions taken at individual sites; and interview HQ, Regional, and other appropriate personnel.
 - H. Analyze the information gathered to provide a comprehensive range of options.
 - I. Develop a series of options based on the research and analysis.
 - J. Collate comments; draft responses; summarize and document meeting minutes; and provide information to support workgroups (e.g., workgroup schedules, logistics, and source materials).
 - K. Conduct research concerning the impact of environmental statutes on federal agencies. May involve identifying, compiling, and analyzing technical issues; developing and maintaining briefing materials; conducting workgroup meetings; and preparing summaries of public meetings.
 - L. Provide technical and analytical support for EPA program implementation activities (e.g., site priorities, national program guidance, programmatic and oversight functions, administrative improvements, and environmental justice).
 - M. Perform statistical and economic analyses for EPA use in the development of briefing materials, option papers, technical and economic support documents, conference papers, data summary sheets, and fact sheets.
 - N. Conduct research, analyses, and fact-findings to assist the EPA in the development of regulatory impact statements.

Performance Task 3: Approximate Percentage of Annual Work = 30%
Conducting technical research and supporting transfer of technical information

The Superfund program uses a broad array of information and technologies in conducting site listing, evaluation and cleanup. As a result, program staff needs to be aware of current developments in the practice of hazardous waste remediation and contaminant characterization. To support EPA personnel the contractor can anticipate performing the following activities under this task:

- A. Providing assistance in conducting technical research in the major areas that impact the EPA. For example, the contractor shall perform research and fact-finding regarding hazardous waste control for use by EPA in remedy selection, risk assessment, assessing

demographics around Superfund sites, analyzing site characteristics and trends, and analyzing effectiveness of technical remedies. Technical research may consist of interviews, collection of existing data, statistical design and analysis and presentation of the analysis and quality assurance/quality control. Research may involve the need to access and collect data from EPA databases or other federal databases. This research may be used as the basis for fact sheets, option papers, and background support for EPA in developing policy and guidance. However, the contractor's work will be reviewed and approved by EPA to ensure that all final decisions are made by Agency personnel.

- B. Perform analyses, research and fact-finding to assist EPA in the preparation of issue papers, technical assessments and analyses as specified in individual work assignments concerning technical aspects of activities such as CERCLA strategies for addressing contaminated groundwater, contaminated sediments, vapor intrusion and mining sites; EPA's groundwater strategy; RCRA/CERCLA interfaces; site identification/assessment; specific regulatory requirements; remedy selection criteria; environmental indicators; and cleanup methods and initiatives.
- C. Assist EPA in reviewing and summarizing technical data from ongoing and past cleanup actions and site assessments for EPA's use in determining consistency with existing EPA guidance and the requirements for new guidance. The technical assistance will be directed at the site evaluation, remedial and removal areas of the Superfund/OSWER program. Technical assignments will be of a statistical, chemical, economic, health, hydrogeologic and/or engineering nature, and may involve consultation with local, state and federal field personnel and trend, risk and demographic analyses. Such assignments may result from or lead to EPA development of specific technical guidance documents. The contractor may be required to evaluate existing information systems incidental to EPA's development of technical guidance. The contractor's work will be reviewed by EPA and final decisions will be made by Agency personnel.
- D. Assist EPA in assuring efficient coordination of technical issues across EPA offices, as well as other public sector agencies. The contractor will not directly coordinate with these agencies or EPA offices but shall provide technical assistance to EPA in the preparation of supporting documentation and analyses to facilitate the coordination. Such EPA offices include, but are not limited to, the Inspector General, Comptroller, other OSWER programs (such as Brownfields), Enforcement, Research and Development, and the General Counsel. EPA anticipates extensive cooperation of federal agencies; thus the contractor will provide input to assist in coordination of EPA's efforts with other federal agencies; including the Centers for Disease Control, the U.S. Army Corps of Engineers, the Department of the Interior, the Department of Energy, the Department of Defense, the Department of the Treasury, and the agencies and bureaus of these organizations.
- E. Provide technical, research and fact-finding assistance to EPA for the purpose of providing the Regions, states and EPA with flexible methods to integrate a number of statutory requirements for use in EPA's selection of technical and policy options consistent with CERCLA as amended by SARA. The methodologies will focus on five substantive areas: economics (especially cost engineering), human health, environmental impacts, engineering feasibility, and exposure (including sampling strategies, dermal exposure, and chemical fate and transport). While the major emphasis of this effort will be remedial actions, efforts in these areas will be modified for use in site assessment and removal actions, as well. EPA will continue to develop general methodologies that can be

adapted to specific site problems, but will begin to emphasize the development of standards to improve the consistency and timeliness of site evaluation and remedial action. The contractor shall assist the Agency by providing possible options with detailed substantiation, which the Agency will critically review and use as appropriate in making the final Agency decisions.

- F. Provide support to EPA to assist OSRTI in implementation of the Agency quality system in a manner that is fully compliant with EPA Order 5360.1, A2, May 5, 2000, and any subsequent updates as well as other Agency policy and guidance related to quality assurance. Implementation of the Agency-wide quality system in OSRTI provides the necessary management and technical practices to assure that environmental data used to support Agency decisions are of adequate quality and usability for their intended purpose. The contractor shall provide support for quality-related areas such as peer review, information quality guidelines, and the science inventory.
- G. Provide support to EPA in general categories of design and construction. For example, the contractor shall perform technical analysis for EPA use in evaluating Superfund remedial design; remedial action; operation and maintenance; acceptance of finished remedies; project management; cost estimating/control; value engineering; pilot and bench scale testing; site deletion process; and investigation of opportunities to assist minority, small business, other contractors, and subcontractors in the Superfund program.
- H. Provide technical and analytical support to EPA in evaluating technologies, (e.g., serve as experts in the design, construction, and operation of remedies), assessing how the technologies can be improved, providing support for estimating design and construction costs, and evaluating health and safety issues at sites during remedy operation. Products will be for EPA's use in developing guidance, reports and troubleshooting. Agency directed analytical/technical/program support may encompass data collection and initial data analysis for all the above areas and may include the following:
 - a. conducting technical research, as well as compiling and analyzing data, for a variety of technical topics that will support EPA's evaluation of the implementation of Superfund regulations, guidance and procedures;
 - b. conducting technical research, as well as compiling and analyzing data, for a variety of technical topics that will shed light on the effectiveness of alternative implementation approaches that the Agency might take including program support for accomplishing technical services;
 - c. gathering and reporting information that supports the use of different technologies for different types of site problems, especially innovative treatment technologies;
 - d. gathering and reporting information on problems that occur during design and construction and operation of sites that may assist EPA's evaluation of problem solving alternatives;
 - e. analyzing and reporting various economic, technological, health effects and institutional issues that affect the selection and implementation of site remedies;
 - f. assisting in the development of technical guidance pertaining to design and construction issues and procedures (e.g., value engineering, health and safety, materials and handling, etc.) relevant to enforcement, state, tribal, or fund lead projects;
 - g. supporting the evaluation of post-construction effectiveness, including five

- year reviews, long term response action, and institutional controls.
- h. assisting in the preparation of presentations (oral, written, audio visual, etc.) or reports of findings and alternative approaches;
- i. performing background research and analyses for preparation of briefing and abstracts to support presentations; and
- j. providing quick response support involving research and or analysis to support EPA in technical issue paper development and oversight of its technical operations including its remedial contractors.

Performance Task 4: Approximate Percentage of Annual Work = 5%
Supporting program resource and data management

The Superfund Comprehensive Accomplishments Plan (SCAP), the Government Performance and Results Act (GPRA) , Federal Managers Financial Integrity Act (FMFIA) and ad hoc reports are the central planning and management processes (documented in the Superfund Program Implementation/Management Manual) for planning, budgeting, tracking and evaluating administrative program progress toward Superfund site cleanups. Because of its program wide importance, SCAP is closely related to Agency wide planning and management systems including Superfund budget and distribution of personnel.

The SCAP is built by accumulating site-specific planning (scheduling and dollars) and accomplishments data as derived from Superfund systems. Although the Regions are responsible for developing the site-specific data and entering it into Superfund systems, national programmatic guidance shapes development of annual plans for sites by establishing priorities and operating procedures. SCAP, GPRA, program management, and ad hoc reports, which display Superfund data, are common tools shared by the Regions and Headquarters in the tracking of site progress, distribution of the Regional extramural budget, the evaluation of the Superfund program, and future site plans.

The contractor can anticipate performing the following activities under this task:

- A. Conduct research, fact-finding and data analysis to assess resource needs, and how such needs have changed over time. The contractor shall prepare summary analyses in the preliminary steps of budget and operating plan development. Obtain data as well as compile and analyze other related information through direct database queries, including: conduct and document statistical trends analyses of the cost and durations of various stages of the Superfund cleanup process for use in assessing its budget needs and refining budgetary models;
- B. Conduct and document up to date statistical analyses of the cost of remedial actions as represented in Engineering Evaluations/Cost Assessments, Feasibility Studies, Records of Decision (RODs) and actual construction projects for use in developing and refining analytical tools to estimate the out year removal and remedial costs of implementing the Superfund program;
- C. Analyze and document historical patterns of Superfund response spending by programmatic activity and cost type. These data analyses will serve as a preliminary input for allocation of funds in the annual Operating Plan linked to the SCAP and GPRA

- performance objectives;
- D. Analyze and document how the cost and duration of response projects varies by technical characteristics of the site and management characteristics of its response approach;
 - E. Prepare financial reports, charts, and graphics that document the obligations and expenditures of Superfund resources by program activity and organization;
 - F. Compile, analyze, integrate, and graphically display Superfund data to support SCAP and GPRA as follows:
 - a. analyzing data, producing and preparing materials for inclusion in programmatic reports packages, Superfund Program Implementation Manual (SPIM), as well as various ad hoc reports for the Superfund Annual report to Congress and other publications; preparing reports based on the results of requested analyses; and maintaining a library of completed analyses and reports;
 - b. providing analytical support to facilitate accurate reports creation and correct data collection;
 - c. compiling Superfund data in graphical display portraying the segments of the Superfund cleanup pipeline. Graphics shall include costs associated with pipeline segments, durations of the segments, and quarterly regional accomplishments for each segment;
 - d. developing charts showing the progress of the Superfund program;
 - e. providing data analysis and graphics support for the analysis of Regional and individual state planning and performance data, including analyses on costs and durations associated with pipeline segments;
 - f. supporting the development and implementation of Environmental Indicators of Superfund program progress; and
 - g. preparing documentation that may be incorporated into standard operating procedures and guidance to support data extraction of SCAP and other management information.
 - G. Analyze Superfund administrative and programmatic requirements and prepare reports to disseminate information;
 - H. Evaluate and use existing software (commercial or EPA-owned) to support reports environment;
 - I. Prepare fact sheets and handouts; record and write minutes; and summarize action items and assist with various preparations for the annual Superfund program management meetings; perform analysis of technical issues with ranging complexities;
 - J. Research and analyze information to write the SPIM and its supplements. Analyze the SCAP process and recommend process improvements for consideration and implementation;
 - K. Review and analyze agency guidance, directives, program policies and procedures; and provide results, options, and recommendations;
 - L. Research, analyze, and document data for EPA use in responding to requests from users who are performing analyses using information available through EPA information systems;
 - M. Analyze the protocols for distributing Agency information through various media, including defining formats and query assumptions; and

N. Provide support for analyzing Superfund administrative programmatic requirements.

Performance Task 5: Approximate Percentage of Annual Work = 5%
Supporting communications outreach, community involvement, and environmental justice activities

OSRTI is responsible for developing policy, regulations, and guidance related to community involvement under the Superfund program. In addition, OSRTI is responsible for a variety of projects intended to enhance public involvement in and understanding of the Superfund clean-up process, and supporting Regional community outreach efforts. Contractor assistance will be required to support efforts in the following ways:

- Providing analytical and technical support for a variety of Superfund community involvement and EPA management priority programs;
- Conducting research and analytical studies; and
- Developing fact sheets and informational material.

The contractor can anticipate performing the following activities under this task:

- A. Provide analytical and technical support, and conduct research and analytical studies for Superfund community involvement programs and activities including the Technical Assistance Grant and Technical Assistance Services for Communities programs, the Superfund Community Advisory Group program, and the Regional Public Liaison program. This support may involve conducting community interviews and presenting the written findings to use in developing guidances and fact sheets;
- B. Provide analytical and technical support for the Superfund Community Involvement Toolkit and the Superfund Community Involvement Handbook, including updating existing tools and guidances, and development of new tools;
- C. Provide technical support for translating Superfund publications into languages other than English, and formatting translated publications;
- D. Provide technical support for evaluation of Superfund community involvement programs;
- E. Provide meeting minutes for monthly conference calls with the Superfund community involvement managers and staff;
- F. Prepare public education materials that describe various aspects of the Superfund program and technologies; and preparing materials that describe EPA's implementation of guidance; and
- G. Provide technical support to EPA in conducting environmental justice analyses. Such analyses may involve reviewing, reporting or providing assistance for EPA use in the development of issue papers on historic performance relative to minority population and site characteristics and in efforts to provide demographic data to and raise the awareness of site decision-makers.

Performance Task 6: Approximate Percentage of Annual Work = 25%
Providing support for training, conferences, and meetings

OSRTI's primary customers are EPA On-Scene Coordinators (OSCs), Remedial Project Managers (RPMs), Site Assessment Managers, Risk Assessors, Community Involvement Coordinators, and their federal, tribal, and state counterparts. Other audiences include environmental consultants and community stakeholders. OSRTI's training programs cover a wide range of policy, programmatic, and technical topics related to emergency response, counterterrorism, oil spill response, remedial response, and the whole spectrum of removal and remedial program implementation and site technical work. The contractor can reasonably anticipate providing the expertise to co-develop, design, and deliver basic thorough advanced courses that can range from a few hours to a week long.

OSRTI hosts multiple classroom trainings a year. The contractor can reasonably anticipate being expected to deliver multiple training courses in different geographic locations at the same time. The contractor can also reasonably anticipate working closely with EPA experts to develop and deliver training courses.

OSRTI also plans and hosts several week-long training programs per year. Two of these are the OSC Readiness Training Program and the National Association of Remedial Project Managers (NARPM) Training Program. These are large events with 30 to 55 courses offered during the course of a week with as many as 11 courses offered simultaneously. Contractor support is required to develop and deliver up to 20 of these 30 to 55 courses. The Contractor must plan and work with other training stakeholders, providers, and contractors to coordinate the logistics, content, and audio visual support for tasked training courses. Contractor may be tasked to be part of a support team of contractors to provide overall support for the conferences and ancillary meetings in order to minimize travel costs. Products developed for these events are disseminated throughout the training year using multiple venues and media. These large events require months of planning and close coordination with multiple EPA training teams, and the facilities. In addition, the contractor can anticipate 5 to 15 smaller training events, from one day to one week in duration, with 30 to 160 attendees. Support for meetings, conferences and training tasks may have both short and long lead times and may call for concurrent events.

The contractor can anticipate providing a full range of administrative and logistical services for the conduct of national or international training and/or conferences or meetings related to OSWER wide mission requirements and initiatives such as:

- A. Participate in EPA planning sessions for the purpose of scheduling training, conferences or meetings.
- B. Provide scheduling, logistical arrangements, correspondence, and registration of participants for formal meetings/conferences/training.
- C. Obtain meeting/training space facilities (when government owned facilities are not available) following EPA and other federal guidelines for the procurement of such services.
- D. Provide meeting/conference registrars, facilitators, and other personnel required to conduct formal meetings or conferences.
- E. Design/develop/provide meeting/conference and training materials.
- F. Supply support equipment deemed necessary to conduct a specific activity.
- G. Deliver and/or provide training.

- H. Provide Subject Matter Experts for design, development and delivery of training to meet needs identified by the EPA.
- I. Provide post-activity evaluation analysis and reporting such as formal or informal meeting proceedings.
- J. Host and support live web-based internet seminars.
- K. Support innovative training and information dissemination techniques.
- L. Support and coordinate training delivery networks, information sharing and training teams such as the OSWER Training Team, OSC Readiness Task Force, National Association of Remedial Project Managers, OSWER National Training and Exercise Program, the Environmental Response Training Program.
- M. Conduct training needs assessments for programmatic job titles, identified tasks, and priorities for the EPA and senior management.
- N. Manage and provide training information sharing, advertisement, registration, attendance certification and records for the CERCLA Education Center and its stakeholder partners.

Performance Task 7: Approximate Percentage of Annual Work = 5%
Maintaining the Clu-In System and related technical content on EPA website

OSRTI maintains a web page that provides information and training about innovative treatment technologies to the hazardous waste remediation community through multiple URLs with basic HTML/PDF driven content, newsletters and listservs, multi-media content and webinars, and social media. EPA's preferred services include: screen-sharing, video streaming, web cams, shared control, annotation, file sharing, instant feedback (e.g., chatting, polling, and status indication).

The contractor can anticipate:

- A. Providing the information technology (IT) infrastructure/service for the OSRTI-sponsored web pages for the transfer of hazardous waste technology information and training. This can be accomplished by managing and operating the IT infrastructure or managing service provider(s) to operate a cohesive system that is economical and operationally efficient for EPA OSRTI. Services may include third-party social media sites, and available Agency IT infrastructure. The Systems may include multiple URLs (and multiple inputs from multiple content providers) and may require the further development of a modern content management system to unite the System legacy websites and inter-connect EPA OSRTI web-content database(s).
- B. Operating a cohesive system that integrates the various information providers and URLs (or other "portals").
- C. Providing robust administrative tools for analysis, feedback, and reporting.
- D. Providing the ability to make IT-related adjustments to content (provided under other performance tasks) in order to make it operable with the system.
- E. Making system available to users 24 hours a day, every day (other than typical, temporary maintenance).
- F. Maintain system to meet IT security requirements as determined by EPA, and all required federal and EPA IT Security policies, laws, and guidance. The contractor shall assist the EPA with evolving reporting requirements as directed, which may include (require) inter-

connectivity with automated reporting systems. The contractor shall also address (with EPA) contingency planning and continuity of operations of the System.

- G. Developing a Quality Assurance (QA) plan. (A portion of QA is provided by adhering to the IT Security requirements.)
- H. Providing hosting and tech support for live web-based internet seminars (“webinars”) and events, including providing the infrastructure and/or cohesive service(s) required for delivering webinars and similar events for the audience. Service(s) needs to accommodate:
 - a. Compliance with Section 508 of the Rehabilitation Act
 - b. Suitable for training small audiences with high interaction
 - c. Suitable for delivering information to large audiences (250+ digital connections)
 - d. Audio interaction via phone and text/chat
 - e. Permanent seminar home and archive on the System
 - f. Registrant and participant tracking tools
 - g. Technical support to participants of web seminars
 - h. 120+ yearly webinars during typical weekday business hours